

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
SYSTEM AGENCY, :
:
Plaintiff, :
: 19-CV-6486 (JMF)
-v- :
:
JOSEPH VILLANUEVA, :
:
Defendant. :
:
-----X

JESSE M. FURMAN, United States District Judge:

The Court received by mail a document and three exhibits sent by *pro se* Defendant Joseph Villanueva titled “Defendant’s Response to Motion for Summary Judgment, Motion to Dismiss and Motion for Continuance.” The papers — which are attached to this Order — are dated July 31, 2020, and were mailed to Chambers. The Court will treat these papers as Defendant’s opposition to Plaintiff’s Motion for Summary Judgment, ECF No. 49. As the papers appear to have been sent before the August 2, 2020 deadline for Defendant’s opposition, the Court’s August 10, 2020 Order to Show Cause, *see* ECF No. 55, is hereby VACATED. (The Court need not remove the document from ECF.)

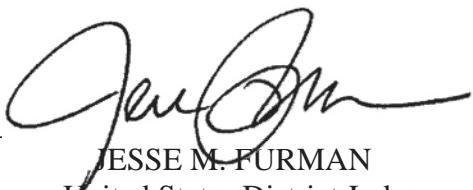
Plaintiff shall submit any reply by **September 8, 2020**.

Mr. Villanueva is reminded that all communications and filings with the Court made by a *pro se* party must be submitted to the Court’s *Pro Se* Intake Unit, Room 105, New York, New York 10007.

Plaintiff is directed to serve a copy of this order on Defendant and to file proof of such service within **two business days**.

SO ORDERED.

Dated: August 24, 2020
New York, New York


JESSE M. FURMAN
United States District Judge

UNITED STATES DISTRICT COURT

System Agency FKA
Star System SA
Plaintiff

v.

Joseph Villanueva
Republicist LLC
Defendant

Civil Action No. 19-CV-6486

Date: July 31, 2020

Before: Hon. Jesse M. Furman

SOUTHERN DISTRICT OF NEW YORK

**DEFENDANT'S RESPONSE TO MOTION FOR SUMMARY JUDGEMENT,
MOTION TO DISMISS AND MOTION FOR CONTINUANCE**

COMES NOW Joseph Villanueva, *pro se* Defendant in the above-referenced case, hereby files this DEFENDANT'S RESPONSE TO MOTION FOR SUMMARY JUDGEMENT, MOTION TO DISMISS AND MOTION FOR CONTINUANCE. In its Motion for Summary Judgement, Plaintiff has proffered 15 material facts in support of its case, many of which Defendant disputes as articulated below. Additionally, Plaintiff's case is fatally flawed due selecting an improper venue as specified in the agreement between the parties. Should the court not grant the Motion to Dismiss, Defendant requests a continuance of 45 days to further develop evidence in support of his case and submit a memorandum in support of this response.

DISPUTED MATERIAL FACTS

1. It is true that System is a modeling agency incorporated in Switzerland and headquartered in Paris.
2. It is true that Defendant was a talent scout and Chief Strategy Officer.
3. It is true that Defendant had access to business records and information about models, employees and contacts

4. The email dated September 16, 2018 was sent in jest and no actual fraud or alteration of bank records occurred (Plaintiff Exhibit 4). Defendant disputes this material fact as proffered by Plaintiff.
5. It is true that Defendant formed a company, Republicist LLC.
6. The Agreement does not contain a non-compete clause or any other clause that bars defendant from approaching Star System models about other opportunities (Plaintiff Exhibit 1). Likewise, Plaintiff has proffered no evidence that its employees are prohibited from contracting with other modelling agencies. Defendant disputes this material fact as proffered by Plaintiff.
7. The resignation letters used by the resigning models is moot, as there is no evidence connecting these resignation emails to Defendant (Plaintiff Exhibits 9 and 10). Defendant disputes this material fact as proffered by Plaintiff.
8. The evidence of a “fake wire transfer” proffered by Plaintiff is not an authentic document and is in no way associated with Defendant (Plaintiff Exhibit 5). This Exhibit is not an official bank statement and could have been easily created using any word processing software. Defendant disputes this material fact as proffered by Plaintiff.
9. Plaintiff’s statement that “Corporate Habitat blacklisted SYSTEM as a result of the fake wire transfer” is not true and not supported by any evidence (no Exhibit is associated with paragraph 15 of Plaintiff’s motion). Defendant disputes this material fact as proffered by Plaintiff.
10. Since Sasha Belyaeva resigned from Star Systems, Star System had no cause to claim payment for services rendered by her new employer, Republicist LLC (Exhibit 11). In fact, Sasha herself asked in an email dated 7/23/19 11:59 AM that invoices should be directed to her new management (Plaintiff Exhibit 7). Furthermore, Plaintiff’s claim that Defendant stated “SYSTEM has some operational issues that will be bringing it to fatality within 30 days” is not supported by the evidence (Plaintiff Exhibit 7). Defendant disputes this material fact as proffered by Plaintiff.

11. The money referred to in Plaintiff Exhibit 7 was due to be paid to Sasha's new employer, Republicanist LLC, as stated by Sasha herself in an email dated 7/23/19 11:59 AM. Defendant disputes this material fact as proffered by Plaintiff
12. Plaintiff proffers no evidence that Defendant was terminated on May 30, 2019 (no Exhibit is associated with paragraph 12 of Plaintiff's motion). Defendant disputes this material fact as proffered by Plaintiff.
13. It is true that Defendant resigned from Star System.
14. Plaintiff's assertion that Defendant stalled operations at Star Systems is untrue and not supported by any authenticated evidence (Plaintiff Exhibit 5). Even if it were true that Star System's operations were stalled, it would have been the result of their own issues with regards to treatment and non-payment of employees (Exhibits A, B, and C) Defendant disputes this material fact as proffered by Plaintiff.
15. Plaintiff's statement that "Villanueva's Defamatory Email caused the loss of joint venture arrangements for SYSTEM with three financial institutions, foreign investment socialites, and a local growth startup brand partnership, a high-profile production label" is not true and not supported by any evidence (no Exhibit is associated with paragraph 15 of Plaintiff's motion). Defendant disputes this material fact as proffered by Plaintiff.

ADDITIONAL FACTS

16. Plaintiff Star System and Defendant Joseph Villanueva entered into an agreement on November 19, 2015 (Plaintiff Exhibit 1).
17. Said agreement requires arbitration to occur exclusively in Geneva to resolve any dispute prior to initiating any lawsuit (Plaintiff Exhibit 1, Section XIV). Since arbitration occurred in New York, Plaintiff failed to adhere to the terms of the contract and has no right to sue. Specifically, the agreement states
"Any dispute arising with respect to or in connection with AGREEMENT shall be finally decided by one or more arbitrators in accordance with the rules of arbitration of the Geneva Chamber of Commerce and Industry. The venue of arbitration shall be Geneva exclusively."

18. Said agreement names Switzerland as the venue for any legal action (Plaintiff Exhibit 1, Section XIV). Specifically, the agreement states
"The venue of arbitration shall be Geneva exclusively" and
"AGREEMENT shall be governed by and construed in accordance with Swiss law"

ARGUMENT

In order to prevail in Summary Judgement, the moving party must establish that there are undisputed material facts. In this case, Plaintiff proffered 15 facts it asserts are undisputed. Defendant does not dispute facts 1, 2, 3, 5 and 13, but has articulated a legitimate dispute of the remaining facts, which are supported by written evidence. These disputes of material facts, when cast in the most favorable light from the Defendant's perspective, are sufficient to cast reasonable doubt and defeat a motion for Summary Judgement.

Plaintiff's assertions of unfair competition, breach of fiduciary duty and loyalty, tortious interference, defamation, and unjust enrichment are unfounded. Defendant had every right to form his own company and cannot be held responsible for the resignation of Star Systems employees and talent. In fact, the resignations only serve to demonstrate impropriety by Star Systems in the form of mistreatment and non-payment of employees, non-payment of taxes, lack of contracts with employees, and bullying. It is Star Systems misconduct on these matters, not any action by Defendant, that prompted resignations, strained business relationships, caused operations to stall, and brought the company "to fatality".

Plaintiff is using pure speculation to form the basis of its Motion for Summary Judgement. In its PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT AGAINST DEFENDANT JOSEPH VILLANUEVA, Plaintiff states that "it is possible (even probable) that Villanueva drafted the email" (page 7, lines 9-10). Since Summary Judgement relies on undisputed material facts, speculative arguments such as these cannot be considered.

Plaintiff's argument is fatally flawed with respect to the contracts it uses with its employees. Its contract with Defendant does not contain any form of non-compete clause or similar language prohibiting Defendant from forming a competing company or hiring former employees of Star Systems. Plaintiff asserts that it entered into exclusive contracts with its models (PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF ITS

MOTION FOR SUMMARY JUDGMENT AGAINST DEFENDANT JOSEPH VILLANUEVA, page 11, paragraph 1), but has not entered said contracts into evidence. Without these artifacts on record, the court must view the evidence in the light most favorable to Defendant, which is that these contracts also do not prohibit the models from working for another agency.

Furthermore, the excessive amount of damages requested, in excess of \$5.3 Million, cannot possibly be awarded without a jury trial. This figure is based on pure speculation and in no way reflects real damages, if any damages occurred at all.

MOTION TO DISMISS

Defendant further proffers additional material facts which form the basis of an affirmative defense and grounds for immediate dismissal. In particular, the Agreement between the parties clearly names Swiss law as the governing law for the contract and Geneva as the venue for the required arbitration. Since arbitration in Geneva did not occur, Plaintiff has no right to bring forward this action in any venue. If and when arbitration in Geneva occurs, the United States District Court, District of Southern New York is not the appropriate venue to hear this case because the underlying contract that names Swiss law as the governing law for the contract. Therefore, this case should be dismissed with prejudice.

MOTION FOR CONTINUANCE

Finally, should the court not grant the Motion to Dismiss, Defendant requests a continuance of 45 days in order to develop further evidence and submit a memorandum in support of his defense.

Respectfully submitted,

Joseph Villanueva
pro se Defendant

CERFIFICATE OF SERVICE

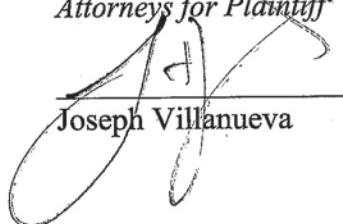
I, HEREBY CERTIFY that, the parties listed below were served via first class mail on the dates listed below the following documents: DEFENDANT'S RESPONSE TO MOTION FOR SUMMARY JUDGEMENT, MOTION TO DISMISS AND MOTION FOR CONTINUANCE.

Served via first class mail to:

United States District Court Southern District of New York
500 Pearl St
New York, NY 10007

Rania V. Sedhom
Sedhom Law Group, PLLC
445 Park Avenue, 9th Floor
New York, NY 10022
212-549-1819 (tel.)

Attorneys for Plaintiff



July 31, 2020

Joseph Villanueva

Exhibit A

Valeria Monhait
Head Scout of System resigning due to leaderships illegal tax evasion



Q valeria



Inbox

2,162

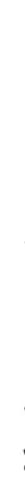
Starred

Snoozed

Sent

Drafts

517



Meet

Start a meeting

Join a meeting

Hangouts



+

----- Forwarded message -----

From: Valeria Monhardt <valeria@sage-management.com>

Date: Tue, Jun 25, 2019 at 5:13 PM

Subject: Re: Email

To: Elizabeth Anna Boka <elizabete@sage-management.com>

Cc: Joseph Villanueva <joseph@republiclist.com>

Here you go! <3

Hi Jeremie,

I'm writing this mail to you as my official resignation letter.

I do not feel comfortable with working in SYSTEM anymore.

I see that there are no prospects for me - professionally or money wise. Moreover, I do not feel secure at the job where the employer does not care about their employees as well as not paying taxes for the employee. And does not offer a work contract.

I do love SYSTEM, and it is hard for me to leave, but I am sure you will understand the reason for such an act.

I wish you all the best!

Valeria.

xx

On Tue, 18 Jun 2019 at 17:49, Elizabeth Anna Boka <elizabete@sage-management.com> wrote:

here you go
Lera will send you hers
good luck

No recent chats

Exhibit B

Elizabete Ann-Boka

Director of Male Models at System resigning due to leaderships illegal tax evasion, bullying, and
President Jeremie Roux Incompetence.

here you go
Lera will send you hers
good luck
X

Hi Jeremie,

I'm writing this mail to you as my official resignation letter.

As I hope you understand from the previous calls we've had, I do not feel myself comfortable with working in SYSTEM anymore due to multiple reasons, which, so you understand my position a bit more, I will list below:

1. I have felt stagnation in this office for a while now (apart from a new title nothing has really changed in my professional position over the last 2.5 years)
2. After asking multiple times (you ignoring the topic (even saying "no" is better than ignoring) is not making me feel good about it and is, to be honest, down-putting) You have not increased my salary, even for a small amount, as reasons mentioning f.e. "not scouting enough girls" (with who I do not really work with as we both know)
3. We have asked multiple times to deal with the taxation. I do not feel safe in this work anymore. Might not be a big issue for you, but it is for me, having no contract and paying no taxes, which, in Latvia, by the way, is illegal.
4. I have felt (can not really find a better word) bullied at this job, I did try to work together with Alex, but so you know, he has called me multiple times at 8/9pm to complain about me (and by multiple I do mean more than 6) with really no other reason than "why am I doing what I have been doing". In the letter you addressed to both of us I did feel that whatever I was saying was "misunderstood from my side" and "not true", it is not making me feel valued, and I am too young to be working in a job I do not enjoy anymore with people who consider themselves my superiors and do not value any other opinion than their own. I do see that a part of this company thinks he can do a better job at this than I can, so no problem with that anymore. I really do not wish to wait for his answer about every single option, his answer, which, in most cases to be honest, I do not agree with and he is unable to justify.

Previously I have said no to working in multiple agencies across Europe, but now an option came that I just can not say no to.

I hope you understand.

Jeremie, I really do not have any hard feelings, I really like you as a person and as a boss (apart from the tax thing), I just do not feel satisfied or comfortable with working in SYSTEM anymore, the main reason being, as said previously, my opinion not being valued.

Sanda found out about this a minute ago, we do feel bad about leaving her in this position, but hope to make this transition as smooth as possible.

We will help her with everything needed and find a new worker for the office, to who we will teach all that is needed (polas, mails, mediaslide, you name it, we really want to make this as easy as possible for everyone) and for at least the first couple of months will be reachable and ready to help if anything.

I really do love SYSTEM and all of the team here, and I do hope you succeed in making SYSTEM an amazing agency where everyone enjoys working!

hugs and kisses,
elizabete



ELIZABETE ANNA BOKA

DIRECTOR MEN'S

+371 29285925
@SYSTEMAGENCY

Elizabete Anna Boka
SAGE Management Riga
+371 286 93 121 | Riga, Latvia

Exhibit C

Sasha Belyaeva not getting paid due to System illegally Withholding her Earings.
System also being not truthful to the client about sending her payment, souring Sasha Belyaeva's
relationship with a top client, Hugo Boss.



2020 Consulting LLC <2020consultingcontact@gmail.com>

Fwd: Sasha Belyaeva Payment

1 message

joseph Villanueva <joseph@republicist.com>
To: 2020consultingcontact@gmail.com

Sun, Aug 2, 2020 at 9:18 AM

See below in red; exchange between System and Talent; System stating the talent has been paid which is contrary to what is said in the conversation with the M.J
This conversation essentially soured a contract with Hugo Boss and the talent;

----- Forwarded message -----

From: **Sasha Belyaeva** <sashabelyaevaa@gmail.com>
Date: Wed, Jul 24, 2019 at 3:28 PM
Subject: Re: Sasha Belyaeva Payment
To: Kristina Baglikova <kristina.baglikova@systemagency.com>
Cc: Chris Ha <chris@systemagency.com>, Dimu, Stephan <Stephan_Dimu@hugoboss.com>, Jose Tunon <jose@republicist.com>, Krasteva, Jenny <Jenny_Swank-Krasteva@hugoboss.com>, Onichshenko, Diana <Diana_Onichshenko@hugoboss.com>, Tränkel, Marina <Marina_Traenkel@hugoboss.com>, joseph Villanueva <joseph@leaddevelop.com>, joseph Villanueva <joseph@republicist.com>, <rsedhom@bespokelawfirm.com>

No I did not receive any payment from you. Attached are my statements, the \$1200.00 being an advance on an urban outfitters job;
Additionally. you are now charging me for the rent that Joseph has been paying for me; and did so until his depart on May 31st, 2019.

Hugo Boss, please direct all payments away from Star System SA on my behalf; I will not receive them. They are fine receiving the credit card fee they used to secure travel to London, the agency processing fee as well to avoid complications; but payment for my likeness owed to me should be directed towards me to ensure I receive them.

I also CC my lawyer Jose.

On Wed, Jul 24, 2019 at 08:49 Kristina Baglikova <kristina.baglikova@systemagency.com> wrote:

Hi Sasha,
Have you checked the payment?

Kristina

SYSTEM
AGENCY

KRISTINA BAGLIKHOVA
VICE PRESIDENT - ACCOUNTING & HR

+48 534 435 097
SYSTEMAGENCY.COM

On Tue, Jul 23, 2019 at 7:55 PM joseph Villanueva <joseph@republicist.com> wrote:

Thanks Chris;
Sasha can you check on this?



Joseph Villanueva
CO-FOUNDER, MANAGING PARTNER

+1 (347) 280-6281
@REPUBLICIST

On Tue, Jul 23, 2019 at 12:49 PM Kristina Baglikova <kristina.baglikova@systemagency.com> wrote:
Dear Stephan,

To resolve the matter with facts, please refer to our counsel above Rania Sedhom (cced) and COO, also CC-ed above.

For clarity, I have already sent proof of payment to Hugo Boss USA team on July 8th 201- the wire confirmation to Sasha is attached, as well as wire confirmation from Hugo Boss USA and Sasha's financial statement with STARSYSTEM SA (a.k.a SYSTEM agency); if anyone is to affirm lack of payment, it ought to be herself directly.

Sasha had MA contract with STARYSTEM SA in April 2019, when a shooting took place; she voluntarily left STARYSTEM SA in May but is under legal obligation to have her commissions directed to STARYSTEM SA for all job done before her resignation letter. If your counsel would like these documents forwarded to them for review, please advise and we will provide it.

We do not believe double payment should be made as to the accurate parties - both Sasha and STARSYSTEM SA - have already been paid for Hugo Boss USA shooting on April 5th 2019.

To affirm these facts and details, please ensure that only counsel is involved; everything else may likely be hearsay, misguided, or misconstrued information.

We can place dates and figures where institutional proof is readily available for the current jobs. For unpaid job between HUGO BOSS Switzerland and Sasha, STARSYSTEM SA is still entitled to her commission, as well as expenses reimbursement for the flight ticket. We conduct accounting daily and have never withheld payment to talent; this cannot be jeopardized by another "agency" whose facts are not evidence-based.

Thanks for your attention to this matter and I hope the above helps clarify. We are here to affirm details as needed.

Best regards,
Kristina



KRISTINA BAGLIKHOVA
VICE PRESIDENT-ACCOUNTING & HR

+48 534 435 097
SYSTEMAGENCY.COM

On Tue, Jul 23, 2019 at 7:01 PM joseph Villanueva <joseph@republicist.com> wrote:
Kristina is payment has been issued for the lookbook; please send to Sasha Directly and sort it with her;

I'll let Hugo Boss Decide on the allocation of the jobs, all considering, I see how sticky the situation is.

Joseph Villanueva
CO-FOUNDER, MANAGING PARTNER

+1 (347) 280-6281
@REPUBLICIST

On Tue, Jul 23, 2019 at 11:59 AM Sasha Belyaeva <sashabelyaevaa@gmail.com> wrote:
Please ensure all jobs for me are directed to new management as I informed you to do immediately after shooting. No agency outside of the current teams are permitted to invoice on my behalf.

Thank you,
Sasha

On Tue, Jul 23, 2019 at 10:53 joseph Villanueva <joseph@republicist.com> wrote:
Stephan thank you for this;

The Flight was covered by STAR SYSTEM, via Alejandro Gallae's Credit Card; This should be allocated
STAR SYSTEM SA

Visa Costs were covered by Sasha Personally as Consulate will only take the Travelers Personal Credit
Card; this should be sent to Sasha to the total of 50%

Sasha Belyaeva is no longer represented by STAR SYSTEM, I notified your teams of this well in
advance of both payment;

The important matter is that Sasha Belyaeva be paid in full for both the lookbook job which has already
been paid to STAR SYSTEM and not wired to Sasha, though Hugo Boss is being told differently; and the
latter job; this should be sorted on an immediate basis.

I am available for any further clarity; Please list the next steps to ensure Sasha is Paid;



Joseph Villanueva
CO-FOUNDER, MANAGING PARTNER
+1 (347) 280-6281
@REPUBLICIST

On Tue, Jul 23, 2019 at 10:40 AM Dimu, Stephan <Stephan_Dimu@hugoboss.com> wrote:

Hi Joseph, Hi Kristina,

hope you are well.

We wanted to clarify the invoice situation for Sasha.

Who of you guys will get the money for the jobs?

It's a huge confusion here as both of you are sending invoices and we don't know which we need to
pay.

Can you please clarify and send us one final invoice with the missing amount.

Thanks a lot

Best

Stephan

HUGO BOSS AG
Stephan Dimu
Senior Art Director
Global Art Direction
Dieselstrasse 12
72555 Metzingen
Germany
Phone: +49 7123 94-87358
Fax: +49 7123 94-887358
Mobile: +49 170 5765679
E-mail: Stephan_Dimu@hugoboss.com
www.hugoboss.com

Von: joseph Villanueva <joseph@republicist.com>

Gesendet: Dienstag, 23. Juli 2019 16:17

An: Onichshenko, Diana <Diana_Onichshenko@hugoboss.com>; Dimu, Stephan <Stephan_Dimu@hugoboss.com>

Cc: Pizzillo, Chelsea <Chelsea_Pizzillo@hugoboss.com>; Feldman, Josh <Josh_Feldman@hugoboss.com>; Krasteva, Jenny <Jenny_Swank-Krasteva@hugoboss.com>; Celine Korte <celine@leaddevelop.com>; Jose Tunon <jose@republicist.com>; jose@leaddevelop.com; Amato, Ludovica <Ludovica_Amato@hugoboss.com>

Betreff: Re: Sasha Belyaeva Payment

Sasha has in fact not been paid;

Stephan, we have written you for 3 months, can you bring clarity on this resolution.



Joseph Villanueva
CO-FOUNDER, MANAGING PARTNER

+1 (347) 280-6281 @REPUBLICIST

On Tue, Jul 23, 2019 at 10:15 AM Onichshenko, Diana <Diana_Onichshenko@hugoboss.com> wrote:

Hi Joseph,

Attaching payment confirmation from Hugo Boss to Star Systems to this email

If you have any questions regarding payment, here is the contact at Star Systems - kristina.baglikova@systemagency.com, who has confirmed that the agency is still operational and Sasha has been paid

Regarding the April 9th photoshoot in London, that is something that our UK partners are responsible for, not USA – here is the contact, who you can reach out to regarding that - Stephan_Dimu@hugoboss.com

Thank you,

Diana Onichshenko

AP & Treasury Coordinator

HUGO BOSS Fashions Inc.
55 Water Street, 48th Floor
New York, NY 10041
Phone 212-940-0829

email Diana_Onichshenko@hugoboss.com

From: joseph Villanueva <joseph@republicist.com>

Sent: Tuesday, July 23, 2019 9:51 AM

To: Pizzillo, Chelsea <Chelsea_Pizzillo@hugoboss.com>

Cc: Feldman, Josh <Josh_Feldman@hugoboss.com>; Onichshenko, Diana <Diana_Onichshenko@hugoboss.com>; Krasteva, Jenny <Jenny_Swank-Krasteva@hugoboss.com>; Celine Korte <celine@leaddevelop.com>; Jose Tunon <jose@republicist.com>; jose@leaddevelop.com; Amato, Ludovica <Ludovica_Amato@hugoboss.com>

Subject: Re: Sasha Belyaeva Payment

Thank you Chelsea; we look forward to hearing from you



Joseph Villanueva
CO-FOUNDER, MANAGING PARTNER

+1 (347) 280-6281 @REPUBLICIST

On Tue, Jul 23, 2019 at 9:21 AM Pizzillo, Chelsea <Chelsea_Pizzillo@hugoboss.com> wrote:

Hi Joseph,

Apologies for the delay and miscommunication here!

We will prioritize this today and get back to you with a resolution.

TY

HUGO BOSS Fashions Inc.
Chelsea Pizzillo
Sr. Director, Omnichannel Marketing
HUGO BOSS Fashions, Inc.

55 Water Street, 48th Floor
New York, NY 10041
USA
Phone 212.940.0693
Fax 212.940.0616
e-Mail chelsea_pizzillo@hugoboss.com
SHOP ONLINE! www.hugoboss.com

Follow HUGO BOSS on FACEBOOK 

From: joseph Villanueva <joseph@republicist.com>

Sent: Monday, July 22, 2019 17:25

To: Feldman, Josh <Josh_Feldman@hugoboss.com>; Pizzillo, Chelsea <Chelsea_Pizzillo@hugoboss.com>; Onichshenko, Diana <Diana_Onichshenko@hugoboss.com>; Krasteva, Jenny <Jenny_Swank-Krasteva@hugoboss.com>; Celine Korte <celine@leaddevelop.com>

Cc: Jose Tunon <jose@republicist.com>; jose@leaddevelop.com

Subject: Sasha Belyaeva Payment

Hello Hugo Boss Team,

We are connecting in regards to Sasha Belyaevas Payment for the Jobs on 5th April in NY and 9th April in London. 2000 inclusive, and 5000 Euro plus flight and Visa Fee on the 9th.

We understand that \$2000.00 has been sent to Sasha former management, SYSTEM; after we advised near immediately that Sasha was no longer represented by this agency, and that they would not pay her; additionally I was the agent who booked Sasha on this job and managed it;

We have gotten no clarity on the \$5000.00 job; Wed like to get this challenge mediated so that Sasha gets paid;

Can you please communicate the following:

1. What steps can you do to help us receive the initial \$2000.00 which was mistakenly sent;
2. We still have gotten no feedback after emailing on multiple occasions on the \$5000.00 job

which Sasha expended Visa costs personally to the total of \$1800.00

We would like support in securing these payments for Sasha immediately; I have also cc'd our general counselor Jose to move this situation forward with us;

We look forward to your attentiveness on this matter,

Joseph



Joseph Villanueva
CO-FOUNDER, MANAGING PARTNER

+1 (347) 280-6281 @REPUBLICIST

Confidentiality Notice: The information contained in this e-mail and any attachments to it may contain confidential and/or proprietary information belonging to HUGO BOSS USA, Inc. and/or its parent, subsidiaries and affiliates ('HUGO BOSS') and is intended only for the recipient(s) identified above. If you are not one of those intended recipients, you are hereby notified that any dissemination, distribution or copying of this e-mail or its attachments is strictly prohibited. If you have received this e-mail in error, please notify the sender of that fact by return e-mail and permanently delete the e-mail and any attachments to it immediately. Please do not retain, copy or use this e-mail or its attachments for any purpose, nor disclose all or any part of its contents to any other person. Thank you.

Confidentiality Notice: The information contained in this e-mail and any attachments to it may contain confidential and/or proprietary information belonging to HUGO BOSS USA, Inc. and/or its parent, subsidiaries and affiliates ('HUGO BOSS') and is intended only for the recipient(s) identified above. If you are not one of those intended recipients, you are hereby notified that any dissemination, distribution or copying of this e-mail or its attachments is strictly prohibited. If you have received this e-mail in error, please notify the sender of that fact by return e-mail and permanently delete the e-mail and any attachments to it immediately. Please do not retain, copy or use this e-mail or its attachments for any purpose, nor disclose all or any part of its contents to any other person. Thank you.

Vorsitzender des Aufsichtsrats: Michel Perraudin Vorstand: Mark Langer, Vorsitzender
Yves Müller, Ingo Wilts
Firmensitz: Metzingen Registergericht: Amtsgericht Stuttgart Nr. HRB 360610

This e-mail (and/or attachments) is confidential and may be privileged. Use or disclosure of it by anyone other than a designated addressee is unauthorized.
If you are not an intended recipient, please delete this e-mail from the computer on which you received it. We thank you for notifying us immediately.


IMG_6383.jpeg
300K